

REPLY TO:

**KARL DIX, JR.**  
ATTORNEY AT LAW  
DIRECT DIAL 404 582 8038  
kfdix@smithcurrie.com

April 10, 2017

**Via Email**

Darryl Nelson, Contracting Officer (Darryl.nelson@navy.mil)  
Elaine Florence, Contracting Specialist (Elaine.florence@navy.mil)  
NAVSUP FLC Jacksonville  
110 Yorktown Ave., Bldg. 100, 3<sup>rd</sup> Floor  
Jacksonville, FL 32213-0097

**Re: Supplement to Protest of Munilla Construction Management, LLC  
of Cardinal Change to Contract No. N68836-17-C-0001  
Port Operations at Guantanamo Bay Naval Station, Guantanamo Bay, Cuba**

Dear Mr. Nelson and Ms. Florence:

In reviewing the Supplemental Protest that I filed with your office on March 23, 2017, I noticed that a Word document was filed with you rather than the Portable Document Format of the scanned version of the letter containing my signature. Attached is the scanned version containing my signature. Please substitute that letter for the Word document that was provided to your office on March 23, 2017. The only difference between the two letters is that the last sentence on the Word document was omitted from the copy that I had signed. If you should have any questions regarding this letter, please do not hesitate to call me.

Sincerely,

  
**SMITH, CURRIE & HANCOCK LLP**

Karl Dix, Jr.  
Attorneys for Munilla Construction Management,  
LLC

KFD  
Enclosure

cc: Sandra D. Jumper, Counsel, NAVSUP  
David B. Cook, Esq.

REPLY TO:

**KARL DIX, JR.**  
ATTORNEY AT LAW  
DIRECT DIAL 404 582 8038  
kfdix@smithcurrie.com

March 23, 2017

**Via Email**

Darryl Nelson, Contracting Officer (Darryl.nelson@navy.mil)  
Elaine Florence, Contracting Specialist (Elaine.florence@navy.mil)  
NAVSUP FLC Jacksonville  
110 Yorktown Ave., Bldg. 100, 3<sup>rd</sup> Floor  
Jacksonville, FL 32213-0097

**Re: Supplement to Protest of Munilla Construction Management, LLC  
of Cardinal Change to Contract No. N68836-17-C-0001  
Port Operations at Guantanamo Bay Naval Station, Guantanamo Bay, Cuba**

Dear Mr. Nelson and Ms. Florence:

Please include the letter sent by Mr. Juan Perez yesterday regarding the poaching of MCM employees as a supplement to the Protest that we had originally filed with your office on Friday, March 17, 2017. Also, please let me know what person and/or office will be deciding this Protest together with counsel who is assigned to this matter.

(b) (4)

(b) (4)

We

believe that this recruitment violates Contract Clause 52.222-50-Combatting Trafficking in Persons which was included in all contracts including Seaward's contract. The basis of that violation is discussed in Mr. Perez's letter to you yesterday as well as this recruiting performed by the Philippines labor agency appears to have violated Philippine law. Clause (b)(5)(ii) of the Combatting Trafficking in Persons clause (FAR § 52.222-50) provides that the contractor, their employees and agents "shall not" ... "use recruiters that do not comply with local labor laws of the country in which the recruiting takes place." We understand that the labor laws of the country of Philippines prohibits labor recruiting agencies for overseas employment from recruiting personnel who are already under contract for an overseas project. I have attached a copy of Rule X of the Revised POEA Rules and Regulations Governing the Recruitment and Employment of Landbased Overseas Filipino Workers of 2016. Subsection (e) provides that the following is a "prohibited act":

Darryl Nelson, Contracting Officer (Darryl.nelson@navy.mil)  
Elaine Florence, Contracting Specialist (Elaine.florence@navy.mil)  
March 23, 2017  
Page 2

To induce or attempt to induce a worker already employed to quit his/her employment in order to offer him another unless the transfer is designed to liberate a worker from oppressive terms and conditions of employment.

The recruiting being performed by Seaward is for MCM's employees that are currently under contract with MCM for the Naval Base Port Operations contract. Attached is a letter from Mr. Perez today describing additional violations including illegal recruiting in violation of FAR § 52.222-50 and the Philippine labor law.

Please provide me the contact information as soon as possible.

Sincerely,

**SMITH, CURRIE & HANCOCK LLP**



Karl Dix, Jr.  
Attorneys for Munilla Construction Management,  
LLC

KFD  
Enclosures

cc: Mr. Juan Perez  
Pedro Munilla, Esq.  
Daniel Munilla, Esq., Corporate General Counsel  
Mr. Juan Munilla  
Mr. Elliot Press  
Capt. Martin Bryant



22 March 2017

Via Email

Darryl Nelson, Contracting Officer (*darryl.nelson@navy.mil*)  
Elaine J. Florence, Contract Specialist (*elaine.florence@navy.mil*)  
NAVSUP/FLC-Jacksonville  
Contracts Division Building 110, 3<sup>rd</sup> Floor NAS  
Jacksonville, FL 32212-0097

**Re: Violation of Provisions of TE-9 by Seaward Services, Inc.  
Solicitation No. N68836-16-R-0003  
Port Operations Services at the Naval Station at Guantanamo Bay, Cuba**

Dear Ms. Florence;

Thank you for your email message yesterday promptly responding to my letter from late Sunday regarding Seaward's persistent violations of TE 09 in their subcontract. That clause prohibits Seaward's recruitment and hiring of our on-base employees by offering higher wages and other amenities. I appreciate your statement that the Navy will enforce TE 09 as promised in your email to me on February 1, 2017 when Munilla Construction Management, LLC ("MCM"), relying upon your commitment, executed the contract extension to restart performance and remedy Seaward's default and failure to start performance.

MCM remains greatly concerned that despite our good faith efforts, Seaward will continue to violate TE 09 in an effort to improperly poach MCM's employees so it can start performance without investing in and developing its own trained and qualified work force. (b) (4)

(b) (4)

(b) (4)

Government employees complicit in Seaward's scheme to poach MCM's personnel must be directed to stop. Finally, cancellation of Seaward's contract will remedy these problems and the damage that Seaward has inflicted upon MCM and its workforce.

Seaward has relentlessly and doggedly recruited our workforce since the start of the transition. Seaward's actions demonstrate that it never intended to provide its own workforce as required by

the solicitation. Seaward appears to subscribe to the adage that it is better to ask for forgiveness than for permission.

Attached are emails in which I repeatedly warned Seaward during the transition that they were not to recruit our on-base personnel in violation of TE 09. On January 6, I wrote as follows:

Regarding personnel, as you know, our captains have executed non-compete agreements and our foreign national employees are working under strict contractual requirements which prohibit them from working for Seaward if the Project is eventually turned over to Seaward at the end of this month. Absent our express permission in writing, you are prohibited from seeking to engage our personnel in violation of their agreements with MCM. We intend to enforce these agreements while MCM is performing the work or competing for it which would include any time periods during any injunctions or other judicial relief as well as any extensions, bridge contracts or follow-on contracts.

Seaward ignored this email. When we learned that Seaward was conducting an on-base job fair to recruit contractor employees later in January (mainly our employees), I again notified Mr. Annand, the President of Seaward on January 28, 2017 as follows:

Welcome back to Guantanamo. I have been informed that Seaward will be conducting a "job fair" at Philip's Park inside of NS Guantanamo on 29 January 2017. As you have been advised in the past, MCM's Expat and Foreign National (FN) employees working at NS Guantanamo are under employment agreements with MCM. Please do not solicit any of our employees during this job fair.

If you wish to discuss any matter regarding MCM employees at NS Guantanamo, please feel free to send me a written request.

After Seaward's failure on February 1, 2017 to start performance by unsuccessfully providing a workforce as required by the solicitation and its contract, Mr. Annand, in a desperate loss of composure, wrote me the angry email complaining that MCM would not freely gift Seaward MCM's equipment and personnel to start performance:

Seaward will hold you responsible for all contractual damages it may incur as a result of your obstruction and misdeeds. This will include any liability Seaward has to the Navy as well as lost profits on performance of the government contract for the base year and four option years. We will ask that you disgorge any profit you may earn by your wrongful conduct.

We do wish to talk with you about MCM's tortious conduct and what you are willing to do to stop obstructing and facilitate the transition of the workers. Please contact me at 954-225-0916.

I have attached all the emails referenced in this letter at Attachment No. 1. I again responded shortly thereafter by reminding him that our employees were under contract and should not be poached in violation of TE 09:

Despite the numerous notices that MCM had its employees under contract, we understand that you and other Seaward employees contacted MCM's employees directly as late as yesterday and asked them to come to work for Seaward. If any entity has attempted to interfere with another entity's contract relationships, it is Seaward that has attempted to interfere with MCM's relationship with its employees.

On February 1, 2017, you assured me that the Navy would enforce the TE 09 requirements and MCM again committed to employing its work force to operate the port. (b) (6)

(b) (6)



(b) (6)



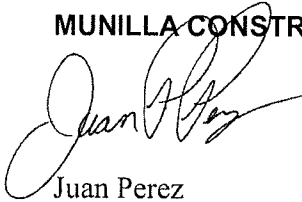
Seaward's improprieties are repeated, willful and serious. We respectfully request that Mr. Kline's quarters be revoked, that he be returned to the mainland, that Seaward is told not to contact MCM's employees and that the Navy inform Seaward that no current MCM employee will be approved by the Contracting Officer to work under Seaward's Port Operations Contract unless the express written consent of MCM is first obtained. Government employees complicit in Seaward's scheme to poach MCM's personnel must be directed to stop. Cancellation of Seaward's contract will remedy these problems and the damage that Seaward has inflicted upon MCM and its workforce. Please direct Mr. Kinman to stop all contacts with MCM's workforce since it is causing MCM damage that may be compensable under Seaward's contract if it continues. Paragraph 1.2.1.4 of TE 09 was made to benefit the on-base contractors from poaching of their employees that they had recruited and brought to the base, MCM is an intended third party beneficiary of that provision.

While the Navy has promised to enforce the requirements of TE 09, Seaward and Calerey have apparently evaded Navy enforcement efforts after MCM's contract was extended on February 1, 2017. Please provide me documents evidencing these enforcement efforts so that we may determine the continued risk of improper recruitment of our employees and measures we should prudently undertake. I look forward to speaking with you about this matter further.

Page 5 of 5

Sincerely,

**MUNILLA CONSTRUCTION MANAGEMENT, LLC**

A handwritten signature in black ink, appearing to read "Juan Perez", written over the company name.

Juan Perez  
Director of GTMO Operations

cc: Pedro Munilla, Esq.  
Mr. Juan Munilla  
Daniel Munilla, Corporate Counsel  
Mr. Elliot Press  
Karl Dix, Jr. Esq



**From:** Juan Perez [mailto:jperez@mcm-gtmo.com]  
**Sent:** Friday, January 06, 2017 6:33 PM  
**To:** BAnnand@hms-seaward.com  
**Cc:** Daniel F. Munilla  
**Subject:** Port Operations, Naval Station GTMO

Dear Mr. Annand,

Welcome to Guantanamo. As I understand, there has been discussion regarding the availability of assets belonging to MCM currently being employed at the Port Services Contract which Seaward may be interested in. Additionally, I understand there has been discussion about the about the availability of our personnel.

Regarding the assets, please provide me written notification of interest describing the current assets you are interested in as well as any offer for purchase of same.

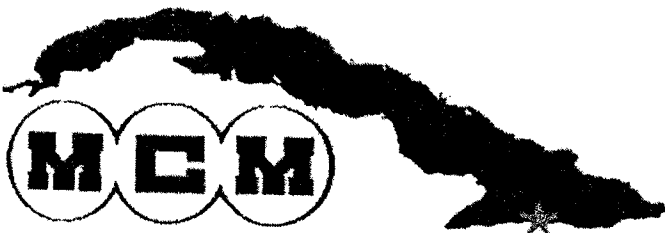
Regarding personnel, as you know, our captains have executed non-compete agreements and our foreign national employees are working under strict contractual requirements which prohibit them from working for Seaward if the Project is eventually turned over to Seaward at the end of this month. Absent our express permission in writing, you are prohibited from seeking to engage our personnel in violation of their agreements with MCM. We intend to enforce these agreements while MCM is performing the work or competing for it which would include any time periods during any injunctions or other judicial relief as well as any extensions, bridge contracts or follow-on contracts. However, we are willing to negotiate the release of these employees from their agreements once MCM's need for their employment has concluded.

Like the assets you may be interested in, to the extent you wish to retain our personnel, please direct your request to speak to our personnel to me, Juan Perez, me via email ( [jperez@mcm-gtmo.com](mailto:jperez@mcm-gtmo.com) ) and I will facilitate those discussions. Please note that unless we can agree to reasonable consideration for the release of our personnel's non-compete obligations, we intend to strictly enforce same.

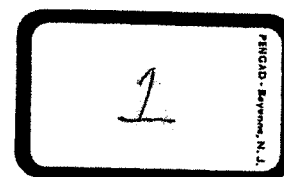
If you have any further questions, do not hesitate to contact me.

Sincerely,

JUAN PEREZ  
Director of GTMO Operations



786-277-1466 USA; 011-5399-90131 NS GTMO Cuba  
MCM Port Operations-Guantanamo Bay, Cuba  
PSC 1005 Box 58 FPO-AE, 09593-000 [www.mcm-us.com](http://www.mcm-us.com)



**From:** Juan Perez [mailto:jperez@mcm-gtmo.com]  
**Sent:** Saturday, January 28, 2017 12:42 PM  
**To:** BAnnand@hms-seaward.com  
**Cc:** Daniel F. Munilla  
**Subject:** Seaward Job Fair, NS GTMO

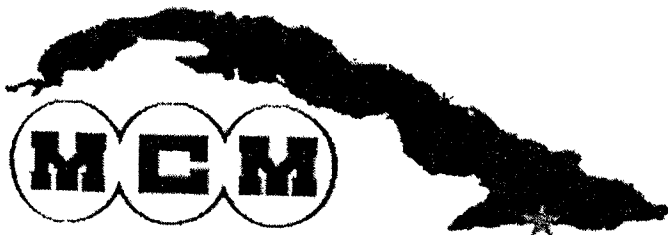
Dear Mr. Annand,

Welcome back to Guantanamo. I have been informed that Seaward will be conducting a "job fair" at Philip's Park inside of NS Guantanamo on 29 January 2017. As you have been advised in the past, MCM's Expat and Foreign National (FN) employees working at NS Guantanamo are under employment agreements with MCM. Please do not solicit any of our employees during this job fair.

If you wish to discuss any matter regarding MCM employees at NS Guantanamo, please feel free to send me a written request.

Sincerely,

JUAN PEREZ  
Director of GTMO Operations



786-277-1466 USA; 011-5399-90131 NS GTMO Cuba  
MCM Port Operations-Guantanamo Bay, Cuba  
PSC 1005 Box 58 FPO-AE, 09593-000 [www.mcm-us.com](http://www.mcm-us.com)

**From:** Bill Annand [<mailto:BAnnand@hms-seaward.com>]  
**Sent:** Wednesday, February 1, 2017 12:34 PM  
**To:** Juan Perez  
**Cc:** Daniel F. Munilla  
**Subject:** RE: Seaward Job Fair, NS GTMO

Mr. Perez:

As you know final judgment has been entered against MCM at the Court of Federal Claims late yesterday. Your bid protest has been denied.

This email constitutes notice to MCM that you are tortiously interfering in Seaward's contract with the Navy. By an email dated on or about Jan. 27th you solicited the Navy to perform in Seaward's place. Of course, you never responded to my email of Jan. 9th. Prior to that and subsequently, you have done everything possible to obstruct the transition of the contract. You sent your project manager to the Seaward job fair to chill the rights of the Filipino foreign nationals. And you have improperly intimidated the Filipino foreign national workforce by threatening them with deportation if they were to report to work for the successor contractor without first returning to the Philippines.

Seaward will hold you responsible for all contractual damages it may incur as a result of your obstruction and misdeeds. This will include any liability Seaward has to the Navy as well as lost profits on performance of the government contract for the base year and four option years. We will ask that you disgorge any profit you may earn by your wrongful conduct.

We do wish to talk with you about MCM's tortious conduct and what you are willing to do to stop obstructing and facilitate the transition of the workers. Please contact me at 954-225-0916.

Sincerely,

William H. Annand  
President/COO  
Seaward Services Inc.  
222 Pearl Street, 3<sup>rd</sup> Floor  
New Albany, IN 47150  
A HMS Global Maritime Company  
Office: (812) 207-2649  
Fax: (812) 207-2648  
Direct: (812) 207-2619  
Mobile: (302) 399-8766  
[bannand@hms-seaward.com](mailto:bannand@hms-seaward.com)  
[www.hmsgm.com](http://www.hmsgm.com)  
[www.seawardservices.com](http://www.seawardservices.com)

**From:** Juan Perez [<mailto:jperez@mcm-gtmo.com>]  
**Sent:** Saturday, January 28, 2017 12:42 PM  
**To:** Bill Annand <[BAnnand@hms-seaward.com](mailto:BAnnand@hms-seaward.com)>

**From:** Juan Perez  
**Sent:** Wednesday, February 1, 2017 3:59 PM  
**To:** 'Bill Annand'  
**Subject:** RE: Seaward Job Fair, NS GTMO

Dear Mr. Annand,

I was extremely surprised to receive your e-mail wrongfully accusing MCM of tortuously interfering with Seaward's contract. Since the MCM's protest was denied, we would have fully expected Seaward to be prepared to perform fully under the contract. As you are aware, the Navy awarded the contract for the port services at GTMO to Seaward in late October 2016. Also, we understand that Seaward was notified in mid-December 2016 after MCM's GAO protest was denied, that it could proceed with its transition activities. It is now February 1, 2017, and we understand from base command and from the observations of MCM's employees on base that Seaward does not have the personnel onsite to perform the contract services.

It is not MCM's fault that Seaward does not have adequate personnel when Seaward has had since late October 2016 to hire personnel that it would need for the project and has known for weeks if not months that MCM had its employees under contract. MCM has repeatedly notified Seaward over the past several weeks that MCM had its employees under contract and that MCM would be using those employees for other contracts at GTMO. In fact, all of MCM's third country national employee will be working at either MCM's school project or RMC Batch Plant / Aggregate Contract at GTMO if their services are not needed for port services. Also, we understand from Parman that a Parman representative informed Seaward several weeks ago that MCM had employment contracts with its third country national employees. Given that situation, Seaward should have recruited, trained and vetted a work force, obtained the clearances and necessary entry documentation, arranged housing and taken other measures as required by the solicitation to have a workforce onsite by February 1.

Despite your unfounded assertions, MCM entered into legitimate employment contracts with its third country national employees. The agreements were approved by Parman. MCM has had employment agreements with most of its employees on the port services contract since before the Navy awarded MCM the contract that expired yesterday. The contracts are appropriate since MCM has invested heavily to hire, bring to GTMO, and develop a highly trained work force that we have cross trained and, fortunately, are able to use on our other work on the Base. Seaward apparently chose not to hire, transport and develop its own labor force.

MCM does not have an obligation to turn over its employees that it has spent significant amounts of time and money to hire, to bring from the Philippines and to train at the base to perform work for MCM. MCM has operated in good faith to perform its obligations for the Navy at GTMO and would expect Seaward to have been able to do the same. However, it appears that Seaward did not properly plan for and retain the employees it would need.

Despite the numerous notices that MCM had its employees under contract, we understand that you and other Seaward employees contacted MCM's employees directly as late as yesterday and asked them to come to work for Seaward. If any entity has attempted to interfere with another entity's contract relationships, it is Seaward that has attempted to interfere with MCM's relationship with its employees.

Perhaps Seaward chose not to hire its own work force because, with the extra costs, its price would not have been low. It is not our fault that Seaward apparently did not adequately plan for its personnel needs.

Seaward's assertion that MCM has intimidated its employees is wrong. We care for our employees and develop them while obtaining work for them rather than demanding their work on short notice and hiring and discarding them at our whim. The employees are under legitimate contracts to MCM, and there is nothing improper with reminding them of that. I doubt seriously that Seaward would agree that employees it needs should be released from employment contracts simply because a competitor wants or needs them. Furthermore, Seaward held an open job fair on the project at a public location and apparently openly recruited MCM's employees. MCM had a legitimate interest in trying to determine whether Seaward was attempting to improperly poach MCM's employees and, based on the information we have received, we understand Seaward did encourage MCM's employees at some point to leave MCM, employment agreements notwithstanding, and come to work for Seaward.

Your allegation that MCM did not respond to you January 9, 2017 e-mail is improper. As I indicated in my January 6 e-mail to you, if Seaward wanted to discuss the transfer of assets then we wanted Seaward to explain in writing what it wanted transferred. We never received such a request. Furthermore, if Seaward was concerned about receiving a response to its January 9 e-mail, I would have expected a follow-up before February 1. Instead, we were told that Seaward had its own equipment and work force and had no use for MCM's assistance.

You apparently object to MCM's informing the Navy that MCM would be available to perform the port services work after January 31 if MCM is needed. Those offers, made while the bid protest was pending, merely indicated MCM would be available if the Navy needed MCM's services.

Also, as you know, MCM does not control whether the Navy contracts with Seaward or any other entity, as indicated by the Navy's opposing MCM's protest. In fact, the Navy has apparently given Seaward every opportunity for weeks and months to be prepared to perform the work on the project up to and including today. It would appear that Seaward is unable to do so since there are apparently fewer than 10 Seaward employees on the base as of the start of work today, and we understand the Port is effectively shut down.

Therefore, it appears that Seaward has defaulted on its contract obligations to the Navy and is desperately trying to blame MCM for Seaward's own failure to properly prepare for the port services work. Your allegation that MCM has tortiously interfered with Seaward contract is false, and if Seaward attempts to take any action against MCM then MCM will pursue all of its legal rights and defenses and will certainly seek attorneys' fees for frivolous litigation as well as other damages to MCM for interfering with MCM's ability to obtain the contract.

Sincerely,

Juan Perez  
MCM  
786-277-1466

(b) (6)



(b) (6)



(b) (6)

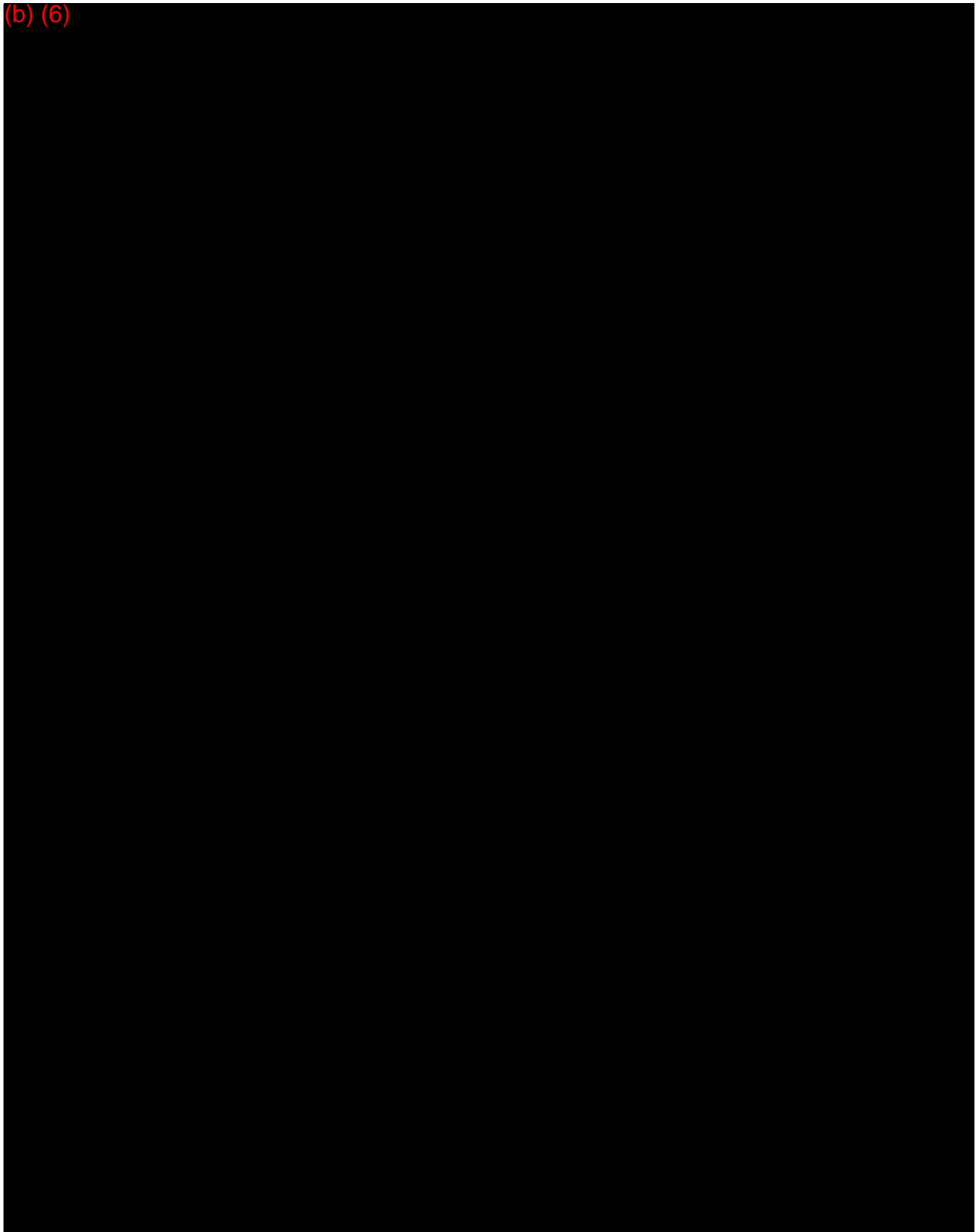





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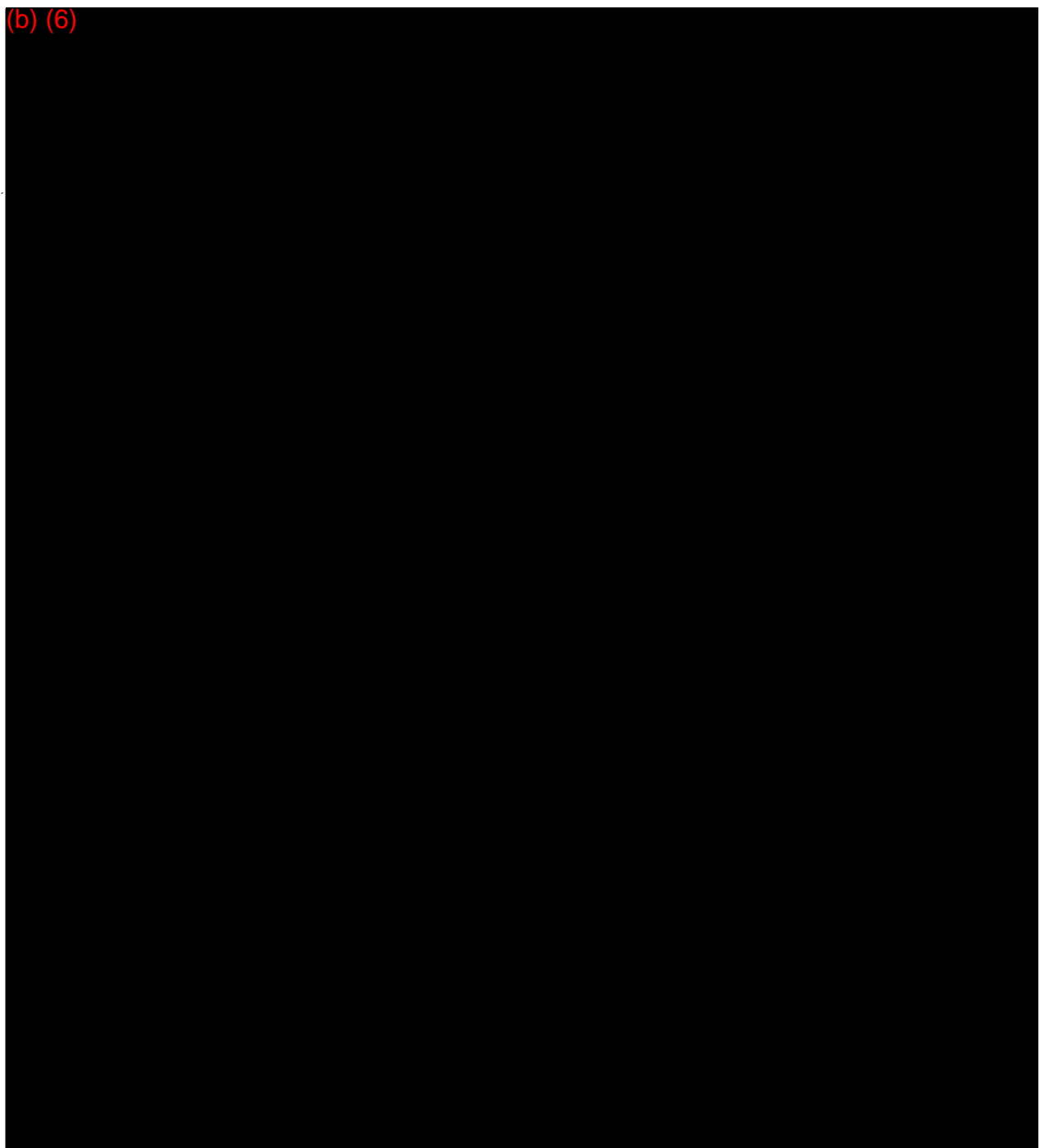
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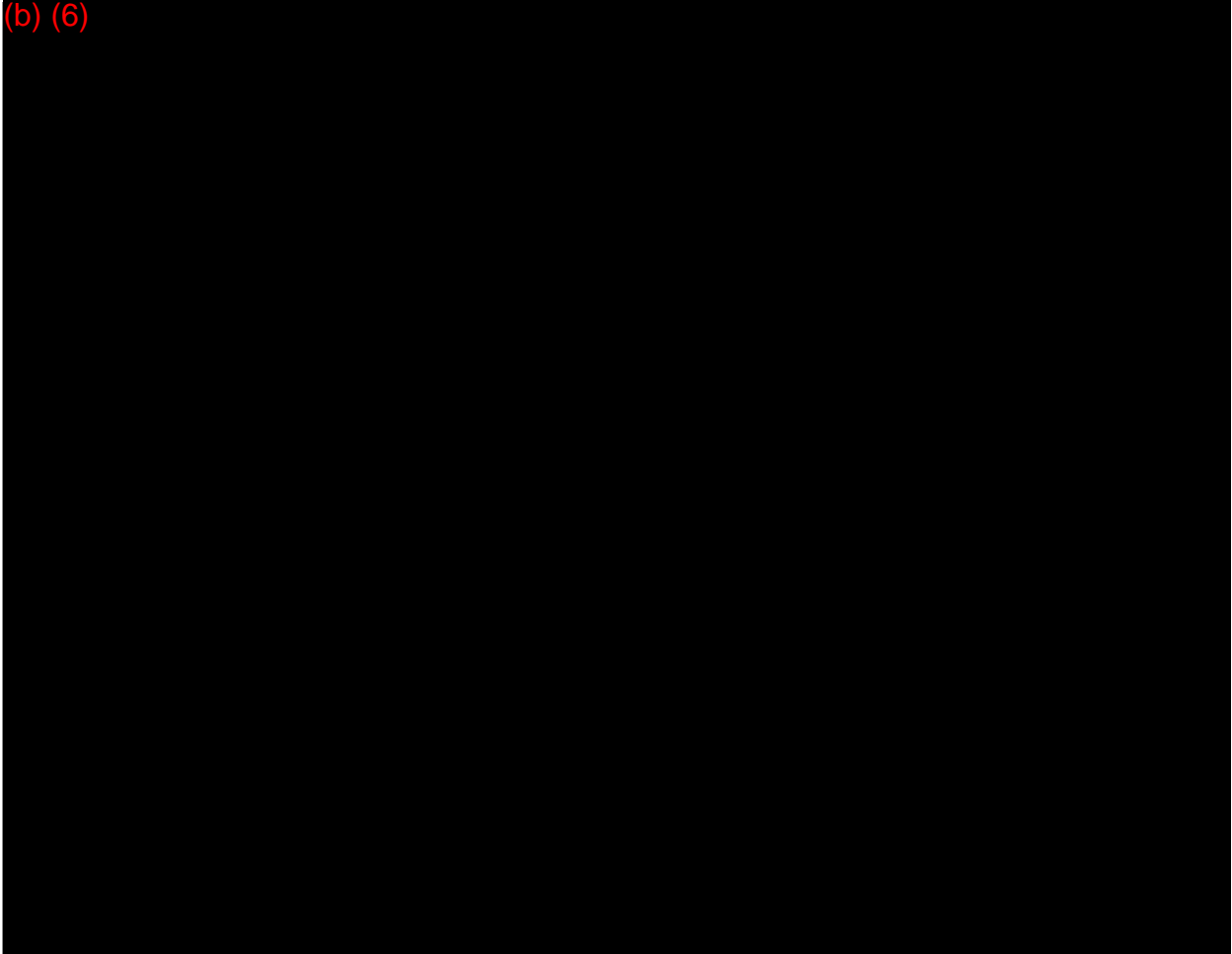
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(b) (6)



PhotoTax Self-E...  
to keep track of your tax  
deductions? Getting 1099 M...

Theda Collantes - 10/20/04  
Job offer

Armando - This is  
Theda from The Caterer

Angeli...  
ward Service - Thank...

Facebook  
by the Marine Corps

LinkedIn Conn...  
and the other side of the...

Facebook  
Today's Po Oceanay Cap...

Photobucket...  
to the Internet, I was

Facebook  
by the Marine Corps

Account-servic...  
to the Internet

Facebook  
by the Marine Corps

re: job offer  
Theda Collantes

Dear Armando

This is Theda from The Caterer. I am getting in touch with  
behalf of Seaward to offer a job to work at Port Ops as an  
Chief. Let me know if you are interested so I can tell you  
you need to do. And if you have any question, please feel free  
respond to this email and I will get back to you as soon  
possible. You may also get in touch with me by text and so

Looking forward to hearing from you.

Best regards,

Theda/The Caterer



re: job offer

Trash x



People (2)

Theda Collantes <thecalerey@yahoo.com.ph>  
to me Theda

Mar 8 (10 days ago)

Theda Collantes  
Add to circles

Dear



Show details

This is Theda from The Calerey. I am getting in touch with in behalf of Seaward to offer a job to work at Port Ops as if you are interested so I can tell you what you need to do. And if you have any question, please feel free to respond to this email and I will get back to you as soon as possible. You may also get in touch with me by text and call at 0917-8147058. Let me know

Looking forward to hearing from you.

Best regards,

Theda/The Calerey



Seaward Services - Thank You - Next Steps

Trash x



Angelique Bagshaw

? Angelique Bagshaw <Abagshaw@hms-seaward.com>

to \*

Mar 7 (10 days ago)

Add to circles



Show details

Thank you for contacting us to apply and express your interest in employment with Seaward Services!

As the next step in the process, please contact **The Calerey International Manpower Services Inc.** at [THECALEREY@YAHOO.COM](mailto:THECALEREY@YAHOO.COM). PH at your earliest opportunity if you wish to move forward in the consideration and employment process. They will be prepared to answer any questions you may have as this process moves forward swiftly.

Again, thank you for contacting us—and thank you for your patience and understanding during this time! We are looking forward to great things ahead!

Kind Regards,



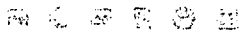
Angelique Bagshaw | Division Human Resources Manager  
Seaward Services, Inc. | An HMS Global Maritime Company  
Direct: (812) 207-2614 | Office: (812) 941-9999 | Fax: (812) 207-2634  
115 E. Market Street | New Albany, IN 47150  
[abagshaw@hms-seaward.com](mailto:abagshaw@hms-seaward.com) | [www.seawardservices.com](http://www.seawardservices.com)

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Isagani



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Test (4)

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Delete

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Paste

Move

Ma Theda Collantes

matheda1102@yahoo.com

Search emails

Inbox

Ma Theda Collantes Gani, Test email ito, An

Mar 8 at 7:55 PM

Drafts (4)

Sent

isagani villasol &lt;gani\_beth@yahoo.com&gt;

Today at 7:06 AM

Archive

To Ma Theda Collantes

Spam

Trash

Smart Views

Important

Unread

Starred

People

Social

Shopping

Travel

Finance

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Kumusta na ang Seaward? Maganda ang balita ni Sam, 18 peronnel na daw ang hindi nag signed ng recontract sa MCM kahit na dadagan sila ng sahod. The good news ay 3 chief engineers, 2 coxswain, 3 load master, at 3 watch standers and the rest are maintenance personnel. Sakaling manalo ang Seaward sa bridge contract ay pwedi ng tumakbo ang Port Operation for the meantime hangat makompleto mo ang hiring. Kumusta na ang mga nasa bakasyon, nagreport na ba sa iyo? Sana mapa signed mo sila ng contrata sa Seaward. Wala na akong balak pang bumalik sa MCM dahil sa accusation na ako daw punot dulo ng gulo sa GTMO. Salbahe talaga si Capt Marty nag pameeting siya ng 8 PM na bibigyan daw ng \$100.00 ang sino mang gusto mag signed ng recontract sa oras ng meeting. Balitaan mo naman ako, ang daya mo hindi mo na ako tinawagan!

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Ma Theda Collantes &lt;matheda1102@yahoo.com&gt;

Today at 7:26 AM

To isagani villasol

Nanglambot na nga ako sa nangyayari. Kako ba naman itong mga tao na ito ay manindigan. Wala  
Playing safe din sila. Hay naku! Stressful!

&gt; Show original message

Reply
 Reply to All
 Forward
 ... More

Ma Theda Collantes &lt;matheda1102@yahoo.com&gt;

Today at 7:28 AM

To isagani villasol

Tawagan kita. Darni ko lang talaga inaasikaso. Ikaw ba nag sign ka na? Padalhan na kita ng contract ha?

&gt; Show original message



Today at 7:06am March 8, 2017

Gani to Theda:

How was Seaward? Sam has a good news, there are 18 personnel in port ops who did not signed for recontract of MCM even MCM will give increase to their salary.

The good news, there are 3 chief engineers, 2 coxswain, 3 loadmaster, and 3 watchstanders and the rest are the maintenance personnel. If in case Seaward will win in the bridge contract they can now operate the Port Operation for the meantime until the hiring is not yet completed. How was the people who is in vacation?, are those people reported it to you(Calery)? Hope you can let them signed for Seaward contract.

I don't have any plan to come back to MCM because of the accusation that I am the leader of all the trouble in Port. Capt Marty is fucking shit, he call all the people for emergency meeting at 8PM and he say he will give \$100.00 to those people who sign for recontract at MCM. I am begging you, please let me know always about what's going on to Seaward, Please call me.

Theda to Gani:

I don't really know what's going on. I don't know why people in port did not stand on their own. They are playing safe, My God! Stressful!

I will call you Gani. I have many things to do right now. Did you already signed the contract for Seaward? If not, I will send you a contract.

3/20/2017

gani\_beth - Yahoo Mail

All isagani, search your mailbox

Home

Isagani



Compose

Archive Move Delete More

Mark

Ma Theda Collantes

matheda1102@yahoo.com

Search emails

Inbox

Drafts (4)

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Unread

Starred

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Finance

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Recent

gani\_beth@yahoo.com  
To Ma Theda Collantes

Mar 13 at 3:23 PM

Tinawagan ako ni Mark ng Seaward kong matutuloy ang balak ng mga tao ng MCM na mag resign. Ang say ko lang sa kanya na depende sa offered na sahod. Malaki ang magiging problema ng Seaward kong hindi ibibigay ang dating sahod at benefits ng mga tao. Hindi mo makukuha ang sympathy ng mga tao na lumipat sa Seaward kapag bumaba ang sahod nila.

Good luck po

Reply Reply to All Forward More

Click to

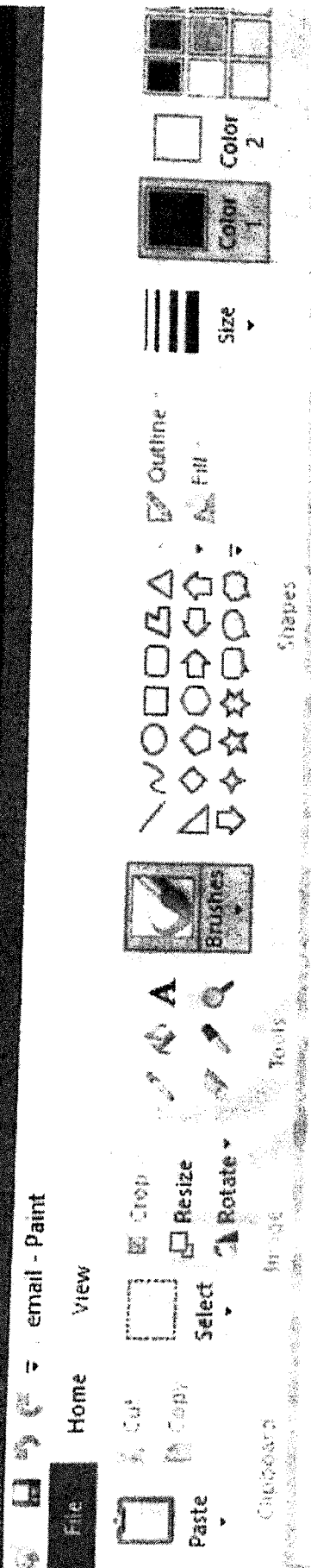
or

March 13, 2017, 3:23PM

Subject: Mark (Strout)

Gani to Theda:

Mark called me on my phone and he asked if People in the Port Ops had plan to resign. And I say, it depends on the salary they are offering to people. It is a big problem to Seaward if they will not give their present salary and their benefits. I will not get the sympathy of the people if Seaward decrease their salary. Good luck!



From: Mark Strout

Sent: Saturday, March 18, 2017 9:14 AM

To: Michael Kline <[MKline@hms-seaward.com](mailto:MKline@hms-seaward.com)>

Cc: [Firedog10@hotmail.com](mailto:Firedog10@hotmail.com); James Sullivan <[JSullivan@hms-seaward.com](mailto:JSullivan@hms-seaward.com)>

Subject: TCN's employment with Seaward - Confidential do not circulate this email  
Importance: High

Mike,

Seaward will do the following for the FN's

- 1) Employment with Seaward – Employ any and all of them that get fired starting the day after they get terminated, if they do.

Priority Positions Needed Asap (6)

Ma Theda Collantes <matheda1102@yahoo.com>  
To gani\_beth@yahoo.com

Mar 8 at 7:56 PM

Gani,

Here are the priority positions needed asap.

1	Administrative Supervisor
3	Coxswain
1	Coxswain, Senior
1	Marine Ops Superintendent
2	Electrician
8	Engineer, Chief
4	Loadmaster/DH
8	Officer/Electrician/DH
1	PMS Scheduler/Librarian
1	Production Superintendent
1	Repair Superintendent
1	Supply Supervisor
1	Technician HVAC/R
1	Warehouseman/Property
6	Watchstander
1	QA/Safety Supervisor

gani\_beth@yahoo.com FYI, L. Carlito Banqu

Mar 8 at 9:23 PM

gani\_beth@yahoo.com On Wednesday, Ma

Mar 8 at 9:50 PM

gani\_beth@yahoo.com Received mo na ba'

Mar 8 at 9:55 PM

gani\_beth@yahoo.com Received mo na ba'

Mar 8 at 10:05 PM

Ma Theda Collantes <matheda1102@yahoo.com>  
To gani\_beth@yahoo.com

Mar 9 at 12:21 AM

Thank you Gani!

Priority Positions Needed Asap (6)

matheda1102@yahoo.com  
Search emails

gani\_beth@yahoo.com  
To Ma Theda Collantes

Mar 8 at 9:23 PM

FYI,

1. Carlito Banquirigo - Operation Superintendent (Vacation)
2. Pio Emperial - Sr. Coxwain
3. Arturo Devino - Coxwain
4. Rodemer Morales - Sr. Coxswain
5. JV Paule - Deckhand
6. Ricardo Villasol - Oiler/Electrician (Vacation)
7. John Pasadilla - Oiler/Electrician
8. Romy Isar - Oiler
9. Ronald Villasol - Oiler/Electrician (Vacation)
10. Raymor Erin - Travelift Mechanic (Vacation)
11. Danny Sioson - Lead Hull Tech (Vacation)
12. Rico Julia - Load Master (Vacation)
13. Samuel Villasol - Chief Engineer
14. Armando Molina - Chief Engineer
15. Chris San Pedro Jr. - Chief Engineer
16. Narciso Baylosis - Chief Engineer
17. Eulogio Hernandez - Chief Engineer
18. Marshie Castro - Oiler/Elect.
19. Chris Devino - Welder
20. J. Panganiban - Welder
21. Edgar Dauba - Fitter/Welder

Sorry , Please contact Kiel Asuncion to complete the names  
of people

> Show original message

Reply Reply to All Forward More

gani\_beth@yahoo.com On Wednesday, Mar 8 at 9:50 PM

gani\_beth@yahoo.com Received mo na ba' Mar 8 at 9:55 PM

gani\_beth@yahoo.com Received mo na ba' Mar 8 at 10:05 PM

Ma Theda Collantes <matheda1102@yahoo.com> Mar 9 at 12:21 AM  
To gani\_beth@yahoo.com

Thank you Gani!

Essential Personnel (6)

matheda1102@yahoo.c...  
Q Search emails

Ma Theda Collantes <matheda1102@yahoo.com> Mar 12 at 12:38 PM  
To gani\_beth@yahoo.com

Gani,

Here are the positions that need to be filled up:

01. Coxswain - 2
02. Chief Engineer - 2
03. Junior Machinist
04. Lead Machinist
05. Lead Rigger
06. Loadmaster/Deckhandler
07. Marine Electronics Tech
08. Marine Mechanic
09. Marine Shipfitter/Pipefitter
10. Outboard Marine Mechanic
11. Production Superintendent
12. QA/Safety Supervisor
13. Shipwright, Marine Fiber
14. Sounding & Fire Watch - 2
15. Supply Clerk

Send me na your recommendation.

B/r,

Theda

gani\_beth@yahoo.com  
To Ma Theda Collantes

Mar 13 at 9:08 AM

Here are my suggestion to meets Boats Port Services  
Operational Contract Commitment:

1. At least 4 chief engineers for Ferry's, LCU and Tugboats.
2. At least 4 Oiler/Electrician for Ferry's and Tugboat
3. At least 2 deckhands for Tugboat, LCM Boat, Pusher Boat and UB's
4. At least 2 Load Master for Ferry Boat
5. At least 4 Watch Stander

Note 1: Once you completed these positions you will be able to meet boats operation contract commitment.

Note 2: Chief Engineers and Oilers Load Master are qualified for Maintenance and Repairs. You can utilized them for repair and maintenance as required.

Note 3: If you can hire the existing personnel in GTMO the better and safe.



**gani\_beth@yahoo.com**  
To: Ma Theda Collantes

Mar 13 at 9:08 AM

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Note 3: If you can hire the existing personnel in GTMO the better and safe.

**Ma Theda Collantes** Gani, Walang Coxswain

Mar 14 at 3:04 AM

**gani\_beth@yahoo.com**  
To: Ma Theda Collantes

Mar 14 at 7:46 AM

Sorry forget ko ang coxswain, at least 3 coxswain requires for LCM, Pusher Boat and UB's.

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More

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Eric Kinman <fire10@hotmail.com>  
to me

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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1/1/11

(b) (6)



(b) (6)



(b) (6)



(b) (6)



(b) (6)





23 March 2017

Via Email

Darryl Nelson, Contracting Officer ([darryl.nelson@navy.mil](mailto:darryl.nelson@navy.mil))  
Elaine J. Florence, Contract Specialist ([elaine.florence@navy.mil](mailto:elaine.florence@navy.mil))  
NAVSUP/FLC-Jacksonville  
Contracts Division Building 110, 3<sup>rd</sup> Floor NAS  
Jacksonville, FL 32212-0097

**Re: Continuing Violation of TE-9 by Seaward Services, Inc.  
Poaching of MCM Foreign Nationals by Seaward Services in the Philippines  
Improper Recruitment Meeting Scheduled tomorrow, 10AM, Philippines  
Violation of FAR 52.222—50 Combating Trafficking in Persons  
Solicitation No. N68836-16-R-0003  
Port Operations Services at the Naval Station at Guantanamo Bay, Cuba**

Dear Ms. Florence;

As a follow up to my correspondence sent to you yesterday I would like to inform you of the latest in what is proving to be the most relentless attempt of poaching our personnel in blatant violation of TE-9 that states that:

*“Recruiting of labor and hiring Government or Contractor on-base employees by offering higher wages or other amenities is prohibited.”*

(b) (4)

A large black rectangular redaction box covers the majority of the lower half of the page, starting below the quote and ending above the footer.



The main issue is that all of MCM's employees are protected by and represented by Parman Inc., another POEA Agency and actively employed. The solicitation of employees by a POEA Labor Agency that are already employed constitutes Illegal Recruitment under the POEA Rules and Regulations Governing the Recruitment and Employment of Landbased Overseas Filipino Workers of 2016, Rule X, Section 76, Paragraph (e) which describes this act as follows:

- e. To induce or attempt to induce a worker already employed to quit his/her employment in order to offer him another unless the transfer is designed to liberate a worker from oppressive terms and conditions of employment; (See Exhibit 3)

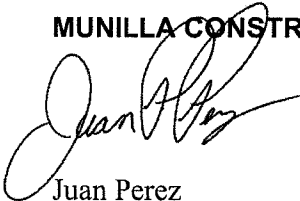
(b) (4)



I respectfully request that you take immediate action to stop Seaward's planned violation of TE-9 through its meeting tomorrow in the Philippines with our vacationing employees as well as their violation of FAR 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627), Section (5) (ii) through its "use of recruiters that do not comply with local labor laws of the country in which the recruiting takes place."

Sincerely,

**MUNILLA CONSTRUCTION MANAGEMENT, LLC**



Juan Perez  
Director of GTMO Operations

cc: Pedro Munilla, Esq.

Mr. Juan Munilla  
Daniel Munilla, Corporate Counsel  
Mr. Elliot Press  
Karl Dix, Jr. Esq

Theda Collantes

0917 814 7058



Gil of Seaward is in  
Manila and wanted to  
see you and the rest of  
incumbent port ops  
employees tomorrow  
at 10am, The Calerey  
office.



## Juan Perez

---

**From:** Martin Bryant  
**Sent:** Thursday, March 23, 2017 11:12 AM  
**To:** Juan Perez  
**Subject:** Gil from Seaward  
  
**Importance:** High

Juan,

I wish to inform you that three employees has been contracted by Gil from Seaward from the Calerey office in the Philippines this AM. The three employees stated that he was trying recruit them, and they replied back to him stating that they already have a contract with MCM and what he is doing is illegal and hung up on Gil from Seaward.

V/r

***Marty Bryant - Project Manager***  
***MCM - Munilla Construction Management, LLC***  
*Port Operation Services - U.S. Naval Station Guantanamo Bay*  
***PSC 1005 Box 58 FPO AE 09593-0001***  
*Mobile: 786-556-8026 Or 850-341-8192 | Office: Local 75200 | [mbryant@mcm-gtmo.com](mailto:mbryant@mcm-gtmo.com)*

- b. Cabin crew/flight attendants.

SECTION 74. Lost OEC. — In case of a lost OEC, Overseas Filipino Workers may request in writing a certification from the LAC or the Administration stating that the worker has been issued OEC and specifying the details of the lost OEC.

SECTION 75. Arrival of Overseas Filipino Workers. — The Administration, through the LAC, shall support OWWA and other government agencies in providing assistance to arriving Overseas Filipino Workers, particularly those who are in distress.

## **RULE X**

### **Illegal Recruitment**

SECTION 76. Acts Constituting Illegal Recruitment. — Illegal Recruitment shall mean any act of canvassing, enlisting, contracting, transporting, utilizing, hiring or procuring workers and includes referrals, contract services, promising or advertising for employment abroad, whether for profit or not, when undertaken by a non-licensee or non-holder of authority contemplated under Article 13(f) of Presidential Decree No. 442, as amended, otherwise known as the Labor Code of the Philippines: Provided, that any such non-licensee or non-holder who, in any manner, offers or promises for a fee employment abroad to two or more persons shall be deemed so engaged.

It shall likewise include the following prohibited acts committed by any person whether or not a licensee or a holder of authority:

- a. To charge or accept directly or indirectly any amount greater than that specified in the schedule of allowable fees prescribed by the Secretary or to make a worker pay the recruiter or its agents or acknowledge any amount greater than that actually loaned or advanced to him;
- b. To furnish or publish any false notice or information or document in relation to recruitment or employment;
- c. To give any false notice, testimony, information or document or commit any act of misrepresentation for the purpose of securing a license or authority under the Labor Code;
- d. To give any false notice, testimony, information or document or commit any act of misrepresentation for the purpose of documenting hired workers with the POEA, which include the act of reprocessing workers through a job order that pertains to non-existent work, work different from the actual overseas work, or work with a different employer whether registered or not with the POEA;
- e. To induce or attempt to induce a worker already employed to quit his/her employment in order to offer him another unless the transfer is designed to liberate a worker from oppressive terms and conditions of employment;
- f. To influence or attempt to influence any person or entity not to employ any worker who has not applied for employment through his/her agency or who has formed, joined or supported, or has contacted or is supported by any union or workers' organization;
- g. To engage in the recruitment or placement of workers in jobs harmful to public health or morality or to the dignity of the Republic of the Philippines as may be prohibited by law or duly constituted authority;
- h. To obstruct or attempt to obstruct inspection by the Secretary or by his/her duly authorized representative;
- i. To fail to submit reports on the status of employment, placement vacancies, remittance of foreign exchange earnings, separation from jobs, departures and such other matters or information as may be required by the Secretary under penalty of law;